

UNITED STATES DISTRICT COURT

FOR THE

WESTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA

Plaintiff

vs.

CIVIL NO.

MELISSA A. DEUERLING

Defendant

AMENDED COMPLAINT

The United States of America, on behalf of its Agency, the Department of Education, by its specially appointed counsel, Thomas I. Puleo of KML LAW GROUP, P.C., represents as follows:

1. This Court has jurisdiction pursuant to 28 U.S.C. 1345.
2. The last-known address of the Defendant, MELISSA A. DEUERLING (“Defendants”) is 2802 Sebolt Road, Library, PA 15129.
3. On September 29, 1991, Defendant executed a promissory note to secure a student loan in the amount of \$2,625.00 from INB National Bank. A true and correct copy of the promissory note is attached hereto as Exhibit “A”.
4. Defendant defaulted on the obligation on October 30, 1999, and is now indebted to Plaintiff in principal amount of \$3,662.79, plus interest in the amount of \$2,146.44, for a total of \$5,809.23. A true and correct copy of the Certificate of Indebtedness is attached as Exhibit “B” (“Certificate of Indebtedness #1 of 3”).

5. On May 28, 1992, and again on March 10, 1993, Defendant executed promissory notes to secure student loans in the amount of \$2,625.00 and \$2,500.00 from INB National Bank. True and correct copies of the promissory notes are attached hereto as Exhibits "C" and "D" respectively.

6. Defendant defaulted on the obligations on October 30, 1999, and is now indebted to Plaintiff in principal amount of \$6,782.99, plus interest in the amount of \$3,883.84, for a total of \$10,666.83. A true and correct copy of the Certificate of Indebtedness is attached as Exhibit "E" ("Certificate of Indebtedness #2 of 3").

7. On May 11, 1996, Defendant executed a promissory note to secure student loans in the amount of \$4,375.00 from NDB. A true and correct copy of the promissory note is attached hereto as Exhibit "F".

8. Defendant defaulted on the obligations on February 15, 2001, and is now indebted to Plaintiff in principal amount of \$4,468.94, plus interest in the amount of \$2,472.93, for a total of \$6,941.87. A true and correct copy of the Certificate of Indebtedness is attached as Exhibit "G" ("Certificate of Indebtedness #3 of 3").

9. Demand has been made upon Defendant by Plaintiff for the sum due but the amount due remains unpaid.

WHEREFORE, the plaintiff demands judgment against Defendant as follows;

(A) In the amounts of \$5,809.23 and \$10,666.83 and \$6,941.87 for a total of \$23,417.93.

(B) Plus filing fee allowed pursuant to 28 U.S.C., Section 1914 in the sum of \$150.00.

(C) Interest from the date of judgment at the legal rate of interest in effect
on the date of judgment until paid in full.

(D) Costs of suit.

Notice is hereby given to Defendant that Plaintiff intends to seek satisfaction of
any judgment rendered in its favor in this action from any debt accruing.

United States of America by and through
its specially appointed counsel

KML Law Group, P.C.

By: 

Thomas I. Puleo
BNY Independence Center
701 Market Street
Suite 5000
Philadelphia, PA 19106-1532
(215)825-6309
TPuleo@kmlawgroup.com